

MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF LA HABRA AND THE
LA HABRA POLICE ASSOCIATION/CIVILIAN EMPLOYEES
FOR THE YEAR JULY 1, 2018 THROUGH JUNE 30, 2021



Table of Contents

ARTICLE ONE – EMPLOYEE AND EMPLOYER RIGHTS	3
SECTION I. Employee Rights:	3
SECTION II. Management Rights:	3
 ARTICLE TWO - COMPENSATION	 4
SECTION I. Salary Schedule (see attached "Exhibit A"):	4
SECTION II. Special Duty Pay:	5
SECTION III. Training Pay:	5
SECTION IV. Annual Training Fund:	5
SECTION V. Acting Pay:	5
SECTION VI. Lead Assignments:	5
SECTION VII. Overtime:	5
SECTION VIII. Call/Court Time:	6
SECTION IX. Stand-By/On-Call Pay:	10
SECTION X. Shift Differential:	11
SECTION XII. Bilingual Pay:	11
SECTION XIII. Uniform Allowance:	11
 ARTICLE THREE – FRINGE BENEFITS	 12
SECTION I. Insurance:	12
SECTION II. Public Employees Retirement System:	13
SECTION IV. Retirement Health Savings Plan:	14
SECTION V. Wellness Examination:	15
 ARTICLE FOUR – LEAVES	 15
SECTION I. Vacation Leave:	15
SECTION II. Vacation Buy Back:	16
SECTION III. Vacation Funding of Release Time:	16
SECTION IV. Holidays/Compensatory Time/Personal Leave:	17
SECTION V. Hardship Transfer:	18
SECTION VI. Sick Leave:	18
SECTION VII. Family Sick Leave:	19
SECTION VIII. Bereavement Leave:	19
 ARTICLE FIVE – GENERAL/MISCELLANEOUS PROVISIONS	 19
SECTION I. Employee Units:	19
SECTION II. Conflict of Interest:	20
SECTION III. No Strikes, Slowdowns or Sick Outs:	20
SECTION IV. Use of City Buildings:	20
SECTION V. Seniority:	20
SECTION VI. Discipline and Grievances:	20
SECTION VII. Transfers:	20
SECTION VIII. Other Agreements:	20
SECTION IX. Scope of Memorandum of Understanding:	21

MEMORANDUM OF UNDERSTANDING BETWEEN
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FOR THE YEAR JULY 1, 2018 THROUGH JUNE 30, 2021

Pursuant to Resolution No. 1759 of the City of La Habra (hereinafter referred to as "City") and the Meyers-Milias-Brown Act, the duly authorized representatives of the La Habra Police Association/Civilian Employees (hereinafter referred to as "Association") have met and conferred in good faith with the duly authorized appointees of the management representatives of City; and it has mutually been agreed to submit and recommend to City Council of the City of La Habra, the adoption of a salary resolution including the following position classifications and salary schedules set forth herein and other changes in compensation as noted below.

ARTICLE ONE – EMPLOYEE AND EMPLOYER RIGHTS

SECTION I. EMPLOYEE RIGHTS:

Employees of this unit shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer/employee relations including, but not limited to, wages, hours and other terms and conditions of employment. Employees of City also shall have the right to refuse to join or participate in the activities of employee organizations. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by City or by any employee organization because of his/her exercise of these rights.

SECTION II. MANAGEMENT RIGHTS:

All rights of the employer not specifically limited by the terms of this Memorandum of Understanding (hereinafter referred to as "MOU") are hereby reserved to the employer. Further, it is understood by the parties that the meet-and-confer process resulting in this MOU provided ample opportunity for all matters to be considered and this MOU shall not be construed to contain any matter not specifically set forth. The exclusive management rights of the employer are included, but not limited, to the right to:

- A. Direct the work of its employees.
- B. Hire, promote, demote, transfer, assign, classify, lay off and retain employees in positions with City.
- C. Discipline employees for proper cause.
- D. Take action as may be necessary to carry out the mission of City in emergencies.
- E. Determine methods, means and personnel by which operations are to be carried on.
- F. Determine the budget, organization and the merits, necessity and level of activity or service provided to the Public.
- G. Every incidental duty connected with operations enumerated in job descriptions is not always specifically described; nevertheless, it is intended that all such duties shall be performed by the employee.
- H. The City shall determine assignments, and establish methods and processes by which assignments are performed.

- I. The City shall determine policy affecting the selection or training of new employees. The City shall determine policy affecting the on-going training and certification of employees, as applicable.
- J. The City shall determine the safety, health, and property protection measures for the City.
- K. The City shall have the right to introduce new, improved or different methods and techniques of operation or a change in existing methods and techniques.
- L. The City shall determine the amount of supervision necessary.
- M. The special assignment rotation policy shall provide for what has been commonly discussed as a 3-1-1 process whereby the initial period of assignment is generally three years, with two subsequent extensions of one year being available subject to the requirements of the policy.

ARTICLE TWO - COMPENSATION

SECTION I. SALARY SCHEDULE (SEE ATTACHED "EXHIBIT A"):

The City agrees to merit based step increases for eligible staff who receive an overall performance evaluation rating of "Competent" or better.

A. Salary: The following salary increases shall be in effect on the dates indicated:

Effective July 7, 2018, the City will eliminate the second tier salary schedule for employees hired on July 1, 2010 or thereafter.

Effective July 7, 2018, the City will provide a three and one-half percent (3.5%) salary adjustment to all unit employees.

Effective July 6, 2019, the City will provide a two and one-half percent (2.5%) salary adjustment to all unit employees

Effective July 4, 2020, the City will provide a two percent (2%) salary adjustment to all unit employees.

B. One-time Lump Sum Payment:

Based on the salary schedule in effect as of June 30, 2018, the City will provide a one-time lump sum pay adjustment of two percent (2%) to all full-time employees. The calculation of the one-time pay adjustment will be as follows: base hourly rate x 2,080 x .02.

Prior to June 30, 2019, the City will provide a one-time lump sum pay adjustment of two percent (2%) to all full-time employees. The calculation of the one-time pay adjustment will be as follows: base hourly rate x 2,080 hours x .02.

Prior to June 30, 2020, the City will provide a one-time lump sum pay adjustment of two percent (2%) to all full-time employees. The calculation of the one-time pay adjustment will be as follows: base hourly rate x 2,080 hours x .02.

- C. All step increases are based on merit and must be recommended by the employee's supervisor.

SECTION II. SPECIAL DUTY PAY:

Effective July 1, 2016, all Police Records Specialists positions and other civilian positions designated by the Chief of Police (up to a maximum of 10 positions) who routinely perform physical searches of female arrestees will be eligible for Special Duty pay of \$100 per month. Records Specialists not receiving Special Duty pay are still required to perform physical searches of females when necessary.

SECTION III. TRAINING PAY:

Dispatch/ACO/Records/CSO Training: Employees who are assigned the responsibility to train a new employee will be eligible for a five percent (5%) training allowance, on a day-by-day basis, only when assigned and working with a trainee.

SECTION IV. ANNUAL TRAINING FUND:

Establish an annual fund in the amount of \$1,000 to be used for civilian employees for reimbursement of preapproved educational expense (job related) including tuition, laboratory fees, books, and parking fees. The annual training fund of \$1,000 is continued, with approval for use being granted through the chain of command.

SECTION V. ACTING PAY:

Employees who are assigned to work in a higher-level position will be compensated an additional 5% above their base pay, only if the employee works one complete workday or longer in the position.

SECTION VI. LEAD ASSIGNMENTS:

City agrees to establish four lead assignments, two in Records, and two in Communications. Lead assignments will be compensated at an additional 5% above the base pay hourly rate. Management will determine the criteria and selection for lead assignments.

SECTION VII. OVERTIME:

- A. Overtime shall be paid at one-and-one-half (1 1/2) times the straight hourly rates for all hours exceeding forty hours in any one work week. When employees are called out after completing their shifts, they shall be paid a minimum of four hours. All time, including the first half-hour, will be compensatory time off or paid at the employee's option, when an employee works more than one-half hour. For the purpose of calculating overtime, paid sick leave will count as time worked in arriving at forty hours.
- B. Compensatory time off shall not be used to earn overtime. However, in a case where the employee has prior approval of their supervisor to utilize comp time to be absent, and

additional unscheduled hours are worked as a result of supervisory orders, then the employee shall have the option to either receive compensation at the applicable overtime rate, or to cancel the request to utilize comp time off for that work period.

SECTION VIII. CALL/COURT TIME:

Effective July 1, 2000, City agrees to implement the same court on-call language and compensation as that adopted through letter of agreement by the Police Sworn Group on April 20, 1999, entitled Court Related Compensation Issues.

It shall be the policy of the La Habra Police Department to compensate its full time employees for "on-call" and court appearances in accordance with the following procedures. Effective July 1, 2014, the City agrees to discuss language regarding court overtime and on-call procedures.

A. Definitions:

Court: In most instances the Court is the facility in which judicial proceedings occur. In the majority of cases the Court will be the Orange County Superior Court at the North County Justice Center in Fullerton or another Superior Court. In other situations, the term Court may apply to a location where DMV, ABC, or Parole hearings take place, and it may also include a location where deposition(s) are to be taken or other legal hearings are to be conducted.

Court Liaison Office: The Court Liaison Office is a working element of the La Habra Police Department for among other things to facilitate the subpoena, on-call, appearance, and proper compensation of La Habra Police Department employees.

Eligible Employee: The provisions of this letter of agreement shall apply to all full time personnel that are members of the Police Civilian bargaining group.

Notification: Notification is the process of informing an eligible employee about the status of a case for which he/she has been subpoenaed. Whenever an eligible employee is to be notified of the need to appear, there will need to be a telephonic conversation with the employee or other responsible person taking phone calls for the employee. Upon being so notified, the employee shall not attempt to question the need for the appearance with the Court Liaison staff. Any inquiries should be made to the Watch Commander. Whenever an eligible employee is being notified of a change to an "Off Call" status, the notification may be made to an acceptable answering device.

On Call: "On-Call" is a privilege granted by the Court or other legally established proceeding, wherein a person under subpoena is allowed to remain at home, work, or wherever; provided that that person can be contacted and immediately respond to the Court or designated location within one hour. Upon arrival at the court, the employee is to be properly attired and prepared to participate in the matter for which (s) he was under subpoena.

Sessions: Sessions are the two portions of the court day. The AM Session occurs before the lunch break and the PM Session occurs after the lunch break.

Subpoena: Subpoena is an order from a court or other legally established proceeding, requiring the appearance of the person so named, to appear as indicated, under penalty for failure to appear.

Trailing: "Trailing" refers to a matter that has been scheduled for a specific date but for various reasons, including by order of a judge or presiding official, trails to the following or subsequent day(s). Persons under subpoena for the scheduled court date remain under subpoena for the "trailing" day(s) unless excused by the Court Liaison Office, Court, or person presiding over the legal proceeding.

B. Subpoena Processing and Service Procedures:

1. Whenever possible, subpoenas related to official duties of a full time employee shall be presented and accepted on behalf of the subpoenaed employee at the Court Liaison Office located in the North Justice Center, 1275 N. Berkley Avenue, Fullerton, CA 92835.
2. Upon receipt, the Court Liaison Staff shall review the subpoena for acceptance.
 - a. If rejected, the subpoena shall be returned to the issuing entity with an explanation for the rejection (i.e. employee's scheduled vacation).
 - b. If accepted, the subpoena shall be logged into the subpoena database for tracking.
3. Upon completion of the logging process, the subpoena shall be delivered to the La Habra Police Department for delivery to the affected employee in accordance with Department Procedures.
4. Upon acceptance, the employee is responsible to fulfill the obligation of the subpoena.

C. On Call Procedures and Compensation:

1. **Off Duty:** An off duty employee under subpoena shall provide the Court Liaison Office with a phone listing or notification indicating where and how they wish to be reached by voice and/or page notifications. Should the employee be needed to appear for court or be taken off-call, the Court Liaison Office will make notification as agreed. In the event of an appearance notification in which the Court Liaison Staff is unable to contact the employee, the employee shall be ineligible for compensation. In the event an employee in an on-call situation becomes unable to respond as required due to an unforeseen situation, the employee shall immediately notify the Bureau/Watch Commander who shall then notify the Court Liaison Office. Upon returning to duty, the employee shall prepare a memorandum to their Bureau Commander explaining the circumstances. In this case, the Bureau Commander will make a decision regarding on-call compensation.
2. **On Duty:** An "On-Duty" employee is presumed to be available for court. If needed in court, the Court Liaison Staff shall first notify the employee's bureau/watch commander or supervisor and provide him/her with the details of the appearance situation. The eligible employee will then be provided with the appearance information. It is essential that the commander/supervisor be informed of the employee's absence prior to responding to court. When making "off-call" notification to an on duty employee, the Court Liaison Office shall leave a message with the employee or his/her voice mailbox.
3. **Multiple Subpoenas:** If an employee is on-call for multiple subpoenas, the eligible employee shall notify the Court Liaison Office so that they can facilitate and

coordinate appearances with the respective courts to avoid unnecessary delays or dismissals.

4. **Compensation:**

- a. An eligible employee shall be deemed "Off-Call", (and not entitled to compensation) once the Court Liaison Office or other competent authority makes notification. It is the obligation of the employee to check their voice mail or other agreed method of notification (pursuant to Section IX, A) to determine whether or not they remain under subpoena.
- b. An eligible employee who reports for work between 5:30 AM and 1:59 PM on the same day that they are under subpoena shall not be eligible for "On-Call" compensation. The intent of this provision is to compensate only those employees who must make themselves available on their personal time off due to a subpoena.
- c. A daytime employee cannot take an approved day off (i.e., sick, vacation, holiday, personal or comp day) and be "On-Call" simultaneously. The intent of this provision is to preclude eligible employees from taking an elective day off and gaining "on-call" compensation.
- d. Eligible employees who have completed their workday yet remain under subpoena shall not receive on-call compensation. However, the employee may remain on duty at their duty assignment until taken off-call or upon closure of the Court Day (normally 5:00 PM). In those instances, the employee shall be compensated at time-and-a half for the work time that exceeds their scheduled workday.
- e. If an employee under subpoena is not relieved from the subpoena by 5:00 PM of the business day preceding the date of the subpoena, then the employee shall be considered to be "On-Call" and shall be eligible for "On-Call" compensation (other than either of paragraphs IX, 4, b, c, or d above).
- f. If an eligible employee is "On-Call" on a court day that the employee is scheduled to work, the employee shall receive the following on-call compensation (other than either of paragraphs IX, 4, b, c, or d, above):

1) **Swing Shift Employees:**

- a. (AM) Morning on-call: Employees will receive 4 hours of on-call straight time compensation.
- b. (PM) Afternoon on-call/appearance:
 - i. Afternoon on-call: Employees will receive 1 hour of on-call straight time compensation (from 1330 to 1430); **OR**
 - ii. Afternoon appearance: Employees will receive 1 hour of compensation (from 1330 to 1430) at time and one-half (1 ½ X).

- 2) **Graveyard shift employees:** Employees will be compensated for 4 hours of on-call compensation at straight time for AM or PM subpoenas (a total of 4 hours for the day).

Graveyard Shift Hours defined: Dispatcher staff shift begins at 1800 hrs. and ends at 0600 hrs.

Records staff shift begins at 1900 hrs. and ends at 0500 hrs.

Approved Leave defined: Holiday, vacation day, compensatory day, and personal holiday.

"If an employee is approved for a leave day on a day in which they are scheduled to work the "graveyard" shift, and the same day they are scheduled "on-call" pursuant to a court subpoena, and the employee notifies the Court Liaison Office and their immediate supervisor they are available to respond to court if called, then the employee would be eligible to deduct the number of hours they would actually receive for their on-call status from the leave time they have been approved to take.

In no case shall an employee be allowed to schedule leave time on a day in which the employee has been notified they are needed to appear in court or are under a mandatory appearance subpoena and collect overtime at the time and a half rate. Unless the employee notifies their immediate supervisor and the Court Liaison Office by 5:00 PM the weekday prior to the court subpoena confirming their availability to respond to court, they would not be eligible for any compensation."

- g. If an eligible employee is "On-Call" on a court day that the employee is not scheduled to work, (and is not off on sick leave, vacation, holiday, personal day, or comp time), then the employee shall receive 4 hours of straight-time compensation.

The City is amenable to continuing discussions with the POA to address graveyard shift court on-call duty time compensation.

- h. In no event will an employee receive compensation for more than one subpoena for the same period of the same day.
- i. When an employee is out due to an injury on duty (IOD) or out on medical leave, they will be re-assigned to dayshift hours. In addition, regardless of the shift an employee has to actually work to receive on-call pay on a day he or she is scheduled to work under provision 4(f), or if an employee is out on IOD and placed on-call by court subpoena, the employee will not be compensated for any time on-call.

D. Court Appearances and Compensation:

1. **On Duty Appearances:** An on duty employee required to appear in court, shall not normally receive additional court time compensation. However, an eligible employee who is required to remain at the court beyond the term of his/her normal workday shall receive overtime, provided that the employee has worked the full term of the normal workday. Eligible employees who are required to appear prior to the beginning of their daytime workday must inform their supervisor of the situation, and shall receive overtime if required to work beyond their normal workday.
2. **Lunch Breaks:** Off duty employees at court will not be compensated during the lunch break.

3. **Off Duty Appearances:** It is the employee's responsibility to inform the Court Liaison Office of their arrival and completion times. If the appearance is in a court other than the North Justice Center, then this notification should be accomplished by telephone.
4. **Compensation – With Subpoena:**
 - a. **AM Session Appearance:** When an eligible, off duty employee is called into court or other venue for the AM session, the employee shall only receive their "On-Call" compensation (4 hours of straight time).
 - b. **PM Session Appearance:** When an eligible, off duty employee is called into court for the PM Session, the employee shall be paid 3 hours, straight time compensation. Should the time at court (excluding the lunch break) exceed 3 hours, the off duty eligible employee shall be compensated at time-and-one-half for the entire time spent at court. In this situation, an eligible employee who is both "on-call" for the AM Session and then must appear in court during the PM Session would be eligible to receive both the on-call (4 hours of straight time) and appearance compensation.
 - c. **AM and PM Sessions Appearance:** When an AM Session appearance continues into the PM Session, the eligible employee is entitled to the combined amount of the "On-Call" and appearance compensation, up to 7 hours pay at straight time. When an appearance (not including lunch break) exceeds 7 hours in length, the employee will receive only the appearance pay at time-and-one-half.
 - d. **OMTD or FTA:** If the matter is dismissed on behalf of the employee (such as OMTD or FTA), the employee may not be eligible for any compensation. A determination will be made upon evaluation of the employee's memo to their supervisor regarding their actions.
5. **Compensation – Without Subpoena:** If an off duty, eligible employee is called into court on a matter for which (s) he has not been subpoenaed, upon appearance, the employee shall receive 4 hours compensation at straight time. Should the time at court (excluding the lunch break) exceed 4 hours, the off duty eligible employee shall be compensated at time-and-one-half for the entire time spent at court.
6. **Parking Reimbursement:** The City will reimburse employees for duty related court appearance, parking expenses. It is the employee's responsibility to submit a parking receipt, subpoena and a "Revolving Fund" Payment Request (green) form for reimbursement.
7. **Court Time Payroll Request:** It is the eligible employee's responsibility to properly complete the Court Time Payroll Request form and to indicate the number of hours and type of compensation that is expected. Upon completion, the form shall be submitted to a supervisor for review and approval. The choice of compensatory time or pay is at the employee's option, unless the employee exceeds the FLSA accrual limits for compensatory time.

SECTION IX. STAND-BY/ON-CALL PAY:

Animal Control Officers who are on stand-by will be compensated as follows:

Monday – 1.5 hours stand-by pay;
Tuesday – 1.5 hours stand-by pay;
Wednesday – 1.5 hours stand-by pay;
Thursday – 1.5 hours stand-by pay;
Friday – 1.5 hours stand-by pay;
Saturday, Sunday and holidays – 4 hours stand-by pay.

Stand-by is paid at straight time hourly rate of pay or straight time in compensatory time.

The City will continue existing stand-by/on-call pay for only those animal control officers currently receiving this benefit; however, this benefit will be eliminated once those existing officers separate from service with the City.

SECTION X. SHIFT DIFFERENTIAL:

Shift Differential pay is as follows:

- A. Day watch, no shift differential;
- B. Swing shift, .25/hour;
- C. Graveyard, .50/hour

Employees are eligible for shift differential pay if the preponderance of their regularly scheduled shift falls within the listed hours. Employees are not eligible for partial hours, or combined levels of shift differential pay (i.e., employees will only receive one shift differential rate, either swings or graves).

Any changes in the shift differential schedule will be approved by the Chief of Police or his designee.

The current assigned shifts are:

- A. CSOs: 0530 to 1530 (days); 1100 to 2100 (swings); 2000 to 0600 (graves);
- B. Records: 0630 to 1530 (days); 1430 to 2330 (swings); 2230 to 0730 (graves);
- C. ACOs: 0600 to 1600 (days); 0900 to 1900 (considered days); 1200 to 2200 (swings); no "graves" for ACOs;
- D. Dispatchers: 0600 to 1800 (days); 1200 to 2400 (swings); 1800 to 0600 (graves).

SECTION XII. BILINGUAL PAY:

All unit members are eligible for bilingual pay for Spanish, Korean, and American Sign Language, or any language which the Chief of Police has determined as needed for City business and approved by the City Manager, and are required to provide bilingual service, and have passed the required qualifying written and/or oral examination.

- A. Effective July 1, 2017, the City will pay \$250 per month for fluency and \$175 per month for "conversational" fluency.

SECTION XIII. UNIFORM ALLOWANCE:

- A. The City will provide uniforms for all non-sworn employees except Senior Police Secretary, and Community Service Officers assigned to youth services. These uniforms will be replaced, as needed, as determined by the Chief of Police or his designee. A uniform-maintenance allowance will be provided at the rate of Four (\$4.00) Dollars per week for all those employees wearing uniforms, except that the Animal Control Officers will receive Eight (\$8.00) Dollars per week. Uniform-maintenance allowances shall be paid on an annual basis, with the first paycheck in December. Should an employee leave the service prior to the December date, a prorated share earned will be paid.

- B. The value of uniform allowance shall be reported to CalPERS as pensionable compensation on behalf of all eligible employees in accordance with applicable PERS requirements and pursuant to the Public Employees' Pension Reform Act (PEPRA).
- C. Effective July 1, 2018, the City will increase the uniform allowance by \$50 to all members to a maximum of \$850 per year for Animal Control Officers and Community Services Officer and all other members to a maximum of \$750.
- D. Effective July 1, 2019, the City will increase the uniform allowance by \$50 to all members to a maximum of \$900 per year for Animal Control Officers and Community Services Officers and all other members to a maximum of \$800.
- E. Effective July 1, 2020, the City will increase the uniform allowance by \$50 to all members to a maximum of \$950 per year for Animal Control Officers and Community Services Officers and all other members to a maximum of \$850.

ARTICLE THREE – FRINGE BENEFITS

SECTION I. INSURANCE:

A. City Contribution:

Effective December 1, 2018, the City will increase its current insurance contribution by \$40 per month to a maximum of \$1,370 per month on a use or lose basis.

Effective December 1, 2019, the City will increase its current insurance contribution by \$40 per month to a maximum of \$1,410 per month on a use or lose basis.

Effective December 1, 2020, the City will increase its current insurance contribution by \$40 per month to a maximum of \$1,450 per month on a use or lose basis.

B. Dental Insurance:

The City will provide members access to a dental insurance plan (Delta Dental PPO). Employees and their qualified family members may enroll in a City sponsored dental insurance plan.

Any required premiums for dental insurance plan must be deducted from the monthly medical insurance contribution. The employee will pay premium costs in excess of the City's insurance contribution.

C. Vision Insurance:

The City will provide a vision insurance plan. Employees and their qualified family members may enroll in a City sponsored vision plan.

Any required premiums for vision insurance must be deducted from the monthly medical insurance contribution. The employee will pay premium costs in excess of the City's insurance contribution.

D. Life Insurance:

All employees will be covered by a \$2,000 life insurance policy. Premiums will be paid from either the City's insurance contribution (up to the maximum), or by the employee if the employee is using the maximum City contribution for insurances.

E. Long Term Disability:

Effective December 1, 1994, City and Association agree that LTD premiums will be entirely employee-paid (from taxed income) and will no longer be paid through City's insurance contribution.

F. Opt Out Provision:

Employees who provide the City with satisfactory proof of alternate group health coverage comparable to the City's offered health insurance plans can decline, in writing each open enrollment period, coverage on the City's medical insurance plans. The alternative health coverage must meet all requirements of the Affordable Care Act (ACA) and related regulations for an eligible Opt-Out Arrangement.

Effective December 1, 2018, the City will increase the opt-out contribution by \$25 for a maximum opt-out contribution of the medical plan will be \$265 per month which shall constitute the maximum monthly City contribution to that employee for the opt-out bonus and all other benefits required and/or those that are optional.

Effective December 1, 2019, the City will increase the opt-out contribution by \$25 for a maximum opt-out contribution of the medical plan will be \$290 per month which shall constitute the maximum monthly City contribution to that employee for the opt-out bonus and all other benefits required and/or those that are optional.

SECTION II. PUBLIC EMPLOYEES RETIREMENT SYSTEM:

The City contracts with the Public Employees' Retirement System for administration of the retirement program.

A. Retirement Formula for Miscellaneous Employees

Tier 1 – (Classic) Employees hired on or before January 13, 2012 Unit members (and not "new members" as defined by the Public Employees' Pension Reform Act of 2013 - PEPRA):

- 2% @ 55 formula
- Calculations based upon single highest year.

Tier 2 – "Classic" Employees hired on or after January 14, 2012 Unit members (and not "new members" as defined by the Public Employees' Pension Reform Act of 2013 - PEPRA)

- 2% @ 60 formula
- Calculations based on highest three continuous years average

Tier 3 – (PEPRA) Employees hired on or after January 1, 2013 who are defined as "new members" under the PEPRA at Government Code section 7522.20(a).

- 2% @ 62 formula
- Calculations based on highest three continuous years average

B. Contributions

- 1) "Classic" PERS membership employees subject to the 2% @ 55 and 2% @60 formulas pay the seven percent (7%) member contribution.
- 2) PEPRA membership employees subject to the 2% @62 formula pay the statutorily mandated employee contribution rate of one half of the total normal cost.
- 3) Effective July 7, 2018, all Tier 1, Tier 2 and Tier 3 employees shall pay an additional one percent (1%) of compensation earnable of the required employer contribution as cost sharing in accordance with Government Code Section 20516(f) for a total of eight percent (8%) for "Classic" Tier 1 and Tier 2 members and the statutorily mandated 50% of the normal cost plus an additional one percent (1%) for Tier 3 PEPRA members.

SECTION IV. RETIREMENT HEALTH SAVINGS PLAN:

The City and POA have mutually agreed to establish a Retirement Health Savings Plan to be funded by employee contributions.

A. All groups will contribute \$20.00 a month to the plan.

B. In addition, all sub-groups will have the following money allocated to the plan upon separation from the City as follows:

1. Property Technicians, Records Specialists, Records Supervisor, and Police Chief Secretary:

<u>Years of Service</u>	<u>Leave Allocation</u>		
	<u>Sick Time*</u>	<u>Comp Time</u>	<u>Vac/Holiday</u>
25+ years	100%	100%	0%
20-25 years	50%	0%	0%
15-20 years	50%	0%	50%
10-15 years	50%	0%	50%
5-10 years	100%	100%	100%
0-5 years	50%	0%	50%

2. Community Service Officer, Community Service Officer II, Animal Control Officer, Sr. Animal Control Officer, and Youth Service Officer:

<u>Years of Service</u>	<u>Leave Allocation</u>		
	<u>Sick Time*</u>	<u>Comp. Time</u>	<u>Vac/Holiday</u>
25+ years	100%	0%	0%
20-25 years	50%	0%	0%

15-20 years	50%	0%	50%
10-15 years	50%	0%	50%
5-10 years	50%	0%	50%
0-5 years	50%	0%	50%

3. Dispatcher, Dispatch Supervisor, Support Services Manager:

<u>Years of Service</u>	<u>Leave Allocation</u>		
	<u>Sick Time*</u>	<u>Comp. Time</u>	<u>Vac/Holiday</u>
30+ years	0%	0%	0%
25-30 years	50%	0%	0%
20-25 years	50%	0%	50%
15-20 years	50%	0%	50%
10-15 years	50%	0%	50%
5-10 years	50%	0%	50%
0-5 years	50%	0%	50%

* (Note: eligible sick leave payoff is currently 25% after 5 years of service and 50% after 10 years of service up to the maximum cap of either 1280 hours or 800 hours depending on hire date; vacation is paid off at 100%).

SECTION V. WELLNESS EXAMINATION:

Effective July 1, 2015, the City agrees to provide each member a reimbursement in an amount up to \$100 per year for the purpose of having a wellness examination. The balance of the cost for the examination will be shared by the Association and the employee.

ARTICLE FOUR – LEAVES

SECTION I. VACATION LEAVE:

Vacation Accrual System:

- A. 1 through 4 years = 80 hours
- B. 5 through 9 years = 120 hours
- C. 10 through 14 years = 160 hours
- D. 15 years and over = add 8 hours per year to 200 hour maximum.
- E. Effective January 1, 2013, Police Association agrees to a change from the current monthly sick and vacation accrual system to a biweekly sick and vacation leave accrual system.

Employees are not permitted to use leave prior to its accrual (i.e., no negative vacation hours).

Pursuant to Personnel Rules and Regulations, Section 502.2(12), the maximum allowable accumulation of vacation leave shall be two (2) years of annual accrual. Employees will not accrue vacation hours in excess of this amount. This rule will be reinstituted effective January 1, 2003.

SECTION II. VACATION BUY BACK:

- A. Effective July 1, 2014, employees may buy back up to a maximum of 120 hours of vacation or compensatory time in a fiscal year, provided the employee uses an equivalent number of hours of vacation as time off (i.e., one hour of vacation time off for one hour of vacation buy back) for the first 80 hours during the fiscal year. Employees who do not use the required number of vacation hours as time off by the end of the fiscal year will not be permitted to buy back any additional hours until they have used the required number of hours as time off. On a case-by-case basis, with a showing of demonstrable evidence of a financial hardship, the Chief of Police, with the concurrence of the City Manager, may allow an employee to exercise the buyback option for more than 120 hours during the fiscal year. Examples of financial hardship could include foreclosure of or eviction from a primary residence or a major illness.

SECTION III. VACATION FUNDING OF RELEASE TIME:

- A. Every Unit Member may contribute 0.25 hours of vacation time each payroll period to a "bank" that shall be available for use by members of the Association Board of Directors for purposes of attending employment relations-related conferences, training/educational programs and for the conducting of Association-related business.

The "Association Board of Directors" shall be defined as including only the Association President, Vice President, Secretary, Treasurer, and any three (3) additional Association members who have been elected as members of the Board.

The "LHPMF Board of Directors" shall be defined as including only the Foundation President, Vice President, Secretary, Treasurer, and any three (3) additional Foundation members who have been elected as members of the Board.

Committee Members or Officers are defined in accordance to the Bylaws of the La Habra Police Association (LHPA), and the La Habra Police Memorial Foundation, Inc. (LHPMF)

La Habra Police Association (LHPA)

Committees shall be appointed by the President or Executives from time to time as deemed necessary to carry on the business of the Association.

La Habra Police Memorial Foundation, Inc. (LHPMF)

The officers of the Corporation shall be a President, Secretary and a Chief Financial Officer who shall be designated the Treasurer. The corporation may also have, as determined by the Board of Directors, a Chairperson of the Board, one or more Vice Presidents, Assistant Secretaries, Assistant Treasurers, or other officers. Any number of offices may be held by the same person except that neither the Secretary or the Treasurer may serve as the President or Chairperson of the Board.

Use of any such hours shall be subject to all rules and regulations governing use of other types of leave time. In no case shall the "bank" have in excess of 750 hours in its account. Hours shall be distributed at the hourly rate of the particular Board Member utilizing the time off. Banked time utilized by any Board Member shall not be considered hours worked for purposes of computing overtime or for any other purposes.

Effective July 1, 2014, the City agrees to work with the association to establish a method and procedures to fund the previously agreed upon "Association Leave Bank."

- B. Effective July 1, 2015, the City agrees that Police Association members may change their voluntary deduction of 0.25 hours of vacation time per pay period to one hour of vacation time every four pay periods (excluding type 3 payrolls). Members who have less than 80 hours of accrued vacation are exempt from considering the deduction.

SECTION IV. HOLIDAYS/COMPENSATORY TIME/PERSONAL LEAVE:

A. Holiday Leave:

1. Of necessity, holidays may not be taken on the actual day of the holiday. All accumulated holidays (ten) must be taken by said personnel in time off. Holidays may be taken off one day per month until all time is repaid to the employee, which is eighty (80) hours. Should employees desire to add holidays to their annual vacation, or take time at more than one day per month, they may do so by requesting such days at the same time as they request their annual vacation. The maximum holiday time to be taken in any month shall be forty (40) hours, including the month of annual vacation, and shall be approved by the Chief of Police insofar as the availability of additional time. Other holidays will be scheduled with the shift commander, will require a minimum of forty-eight (48) hours' notice and may be subject to denial on the basis of the overtime related cost of granting such use and/or any other basis where it is determined by the shift commander that use of CTO would negatively impact the efficient operation of the Department.
2. Effective July 1, 2000, holidays will be compensated at the same number of hours an employee works in a workday.
3. Employees may convert unused holidays to compensatory time at the end of each calendar year, provided they have not reached the maximum allowable compensatory time cap.

B. Compensatory Time Off:

1. Compensatory time off will be scheduled with shift commander, will require a minimum of forty-eight (48) hours' notice and may be subject to denial on the basis of the overtime related cost of granting such use and/or any other basis where it is determined by the shift commander that use of CTO would negatively impact the efficient operation of the Department.
2. Effective July 1, 2013, the maximum compensatory time accrual cap will 440 hours for Communications Operators and 210 hours for all other employees.

- C. **Personal Day:** All members of this unit are granted a personal day, each calendar year, of paid time off for personal business which may be used in one-hour increments and may be used to supplement 8 hour holidays. The number of hours paid for this personal day only will be based on the number of hours the employee normally works per day (i.e., employees working 3/12 = 12 hour personal day; employees working 4/10 = 10 hour personal day; employees working 9/80 = 9 hour personal day; employees working 5/40 = 8 hour personal day). Any portion of personal benefit remaining at the end of each

calendar year shall be lost and shall not be carried over to the next year. Personal days are not counted as time worked in the calculation of overtime.

- D. Employees requesting time off will not be permitted to be Absent Without Pay (AWOP) if they have eligible vacation, holiday, personal day, and/or compensatory leave available, unless there are extenuating circumstances which are presented in writing and approved, in advance, by the Department Director.

SECTION V. HARDSHIP TRANSFER:

Effective July 1, 1996, non-sworn employees will be permitted to transfer a maximum of 30 hours per month of accrued vacation or compensatory time only, to another City employee's leave accounts. Employee offering the transfer must have a minimum of 40 hours of leave banked prior to the transfer. For purposes of definition, hardship shall mean medical or family situation which causes an employee to be absent from work for an extended period of time, and which is designated as such by the Chief of Police, or his designee. A form exercising this option shall be completed prior to the transfer.

SECTION VI. SICK LEAVE:

- A. Employees hired on or after October 1, 1984 will receive the same sick-leave benefits except that maximum accumulation shall be one hundred (100) days.
- B. Effective December 1, 1989, employees with five or more years of continuous service will be paid 25% of accumulated unused sick leave on termination of employment. Employees leaving the service after ten years of continuous service for reasons of retirement or voluntary termination will be paid for 50% of accumulated unused sick leave.
- C. Effective July 1, 2014, the City agrees to increase the sick time accrual to 10 hours per month.
- D. Effective July 1, 2015, employees may use their accrued sick leave if they are a victim of domestic violence, sexual assault, or stalking to obtain any relief or services related to being such a victim, including but not limited to:
- A temporary restraining order or restraining order.
 - Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.
 - To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
 - To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
 - To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.

- To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

SECTION VII. FAMILY SICK LEAVE:

A. Employees may use up to one-half (1/2) of their accrued sick leave (60 hours) per year for care of immediate family member. Family sick leave will include the following family members:

- A child who, for the purposes of this policy, includes a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis. This definition of a child is applicable regardless of age or dependency status.
- A biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
- A spouse.
- A registered domestic partner.
- A grandparent.
- A grandchild.
- A sibling.

All other provisions regarding the accrual and use of family sick leave remain unchanged.

SECTION VIII. BEREAVEMENT LEAVE:

Bereavement leave shall be granted to an employee who is absent from work by reason of death in the immediate family.

- A. Bereavement leave shall not exceed three (3) calendar days with pay.
- B. Immediate family shall mean father, mother, sister, brother, spouse, child, mother-in-law, father-in-law, and grandparents.

ARTICLE FIVE – GENERAL/MISCELLANEOUS PROVISIONS

SECTION I. EMPLOYEE UNITS:

Effective July 1, 1977, the present Police Association Unit, for the purpose of meet-and-confer, shall be divided into two groups. The groups shall be: (1) all sworn personnel and (2) non-sworn personnel. For the purposes of meet-and-confer, each unit shall determine, by an election,

those individuals they desire to represent them. Employees in both units shall be covered under the July 1, 1977 through June 30, 1978 Memorandum of Understanding affecting them.

SECTION II. CONFLICT OF INTEREST:

The State of California has passed a Conflict of Interest Law which may affect all or part of City's employees. Should an employee be required to file a financial statement, or other statement, as a result of the Conflict of Interest Law, the employee shall do so.

SECTION III. NO STRIKES, SLOWDOWNS OR SICK OUTS:

Association's non-sworn employees agree that Association will not sponsor, or sanction a strike, work stoppage or slowdown; and they further agree they will not use sick leave as a method of not reporting as assigned for their regular work schedule.

SECTION IV. USE OF CITY BUILDINGS:

When Association is using City Buildings for the purpose of meet-and-confer or other Association business, it first shall receive permission from the Chief of Police three days prior to such use. In the event of an emergency meeting, the Chief of Police may approve the use of City Buildings based on availability and other conditions existing at the time of the request.

SECTION V. SENIORITY:

Seniority will be used in the following processes; and, for these purposes, will be defined as time-in-grade:

- A. Seniority will be the determining factor in scheduling vacations, except for voluntary shift transfer by employees.
- B. Seniority will be the primary criteria in determining holiday and compensatory time off but will be subject to the needs of the Department. Bumping of previously-scheduled time off will not be permitted. Denial can informally be appealed to the Chief of Police.
- C. Seniority will be considered in assignments and work schedules but will not be the determining factor. A request for the reason that seniority is not followed, in any of these instances, may be made; and, if requested, must be answered in writing.

SECTION VI. DISCIPLINE AND GRIEVANCES:

Discipline and grievance procedures are outlined in the Police Department Rules and Regulations and City Personnel Rules.

SECTION VII. TRANSFERS:

City agrees it will not effect a permanent transfer without twenty-four hours' notice to the employee, however, this does not preclude temporary assignments on an emergency basis.

SECTION VIII. OTHER AGREEMENTS:

The City and Civilian Employees' Group agree to modify Sections 310.2(9) and 303.2(16), of the Personnel Rules and Regulations, to allow for an administrative hearing in place of a Skelly hearing for promotional probationary employees.

SECTION IX. SCOPE OF MEMORANDUM OF UNDERSTANDING:

It is understood and agreed that this MOU affects and applies only to the La Habra Police Association non-sworn personnel, and the employees within the scope of their representation, and the City of La Habra.

Police Association agrees to continue discussions with City Representatives on the training and travel reimbursement policy.

Police Association and City Representatives have agreed on implementing the administrative appeal process in relation to the special assignment rotation policy.

All remaining terms and conditions of the existing Memorandum of Understanding not specifically modified herein shall remain in full force and effect.

EXECUTED this 30 day of JULY, 2018 in the City of La Habra, California.


CITY OF LA HABRA

LA HABRA POLICE ASSOCIATION

By: 

By: 

By: 

By: 

By: _____

By: 

By: _____

EXHIBIT "A"

EFFECTIVE JULY 7, 2018		START	AFTER	MERIT + ONE YEAR						
POLICE - CIVILIAN		RATE	6 MOS	---IN PRIOR STEP---						
	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I
ANIMAL CONTROL OFFICER	P23A	23.783	24.972	26.221	27.532	28.909	29.785	30.380	30.988	31.763
BUREAU MANAGER	P37	33.277	34.941	36.688	38.523	40.449	41.674	42.508	43.358	44.442
COMM SERVICES OFFICER II	P30A	24.724	25.960	27.258	28.621	30.052	30.963	31.582	32.214	33.019
COMMUN OPER SUPERVISOR	P32	30.004	31.504	33.079	34.733	36.470	37.575	38.326	39.093	40.070
COMMUNICATIONS OPERATOR	P25	25.098	26.353	27.670	29.054	30.506	31.431	32.059	32.701	33.518
COMMUNITY SERVICES OFFICER	P19	21.304	22.370	23.488	24.663	25.896	26.680	27.214	27.758	28.452
CRIME ANALYST/INF SPEC	P35	29.711	31.196	32.756	34.394	36.114	37.208	37.952	38.711	39.679
CRIME PREV SPECIALIST	P23B	23.783	24.972	26.221	27.532	28.909	29.785	30.380	30.988	31.763
POLICE ADMIN SPECIALIST	P22A	23.689	24.874	26.117	27.423	28.794	29.667	30.260	30.865	31.637
POLICE OFFICER TRAINEE	P21	23.333	- SIX MONTH POSITION -							
POLICE RECORDS SPECIALIST	P09B	19.238	20.199	21.209	22.270	23.383	24.092	24.574	25.065	25.692
POLICE SECRETARY	P20	21.535	22.612	23.743	24.930	26.176	26.969	27.509	28.059	28.760
PROPERTY/EVIDENCE TECH	P09A	18.871	19.815	20.805	21.846	22.938	23.633	24.106	24.588	25.202
RECORDS SPEC SUPERVISOR	P15	26.300	27.615	28.996	30.446	31.968	32.937	33.596	34.268	35.124
SENIOR POLICE SECRETARY	P22A	23.689	24.874	26.117	27.423	28.794	29.667	30.260	30.865	31.637
SR ANIMAL CONTROL OFFICER	P30	26.356	27.674	29.058	30.511	32.036	33.007	33.667	34.340	35.199
SR PROPERTY EVIDENCE TECH	P30B	24.724	25.960	27.258	28.621	30.052	30.963	31.582	32.214	33.019
YOUTH SERVICE OFFICER	P31	22.792	23.931	25.128	26.384	27.703	28.543	29.114	29.696	30.438

EXHIBIT "A" CONTINUED

EFFECTIVE July 6, 2019		START	AFTER	MERIT + ONE YEAR						
POLICE - CIVILIAN		RATE	6 MOS	—IN PRIOR STEP—						
	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I
ANIMAL CONTROL OFFICER	P23A	24.378	25.596	26.876	28.220	29.631	30.529	31.139	31.762	32.556
BUREAU MANAGER	P37	34.109	35.814	37.605	39.485	41.460	42.716	43.570	44.442	45.553
COMM SERVICE OFFICER II	P30A	25.342	26.609	27.940	29.337	30.803	31.737	32.372	33.019	33.844
COMMUN OPER SUPERVISOR	P32	30.754	32.292	33.906	35.602	37.382	38.514	39.285	40.070	41.072
COMMUNICATIONS OPERATOR	P25	25.725	27.012	28.362	29.780	31.269	32.217	32.861	33.518	34.356
COMMUNITY SERVICE OFFICER	P19	21.837	22.928	24.075	25.279	26.543	27.347	27.894	28.452	29.163
CRIME ANALYST/INF SPEC	P35	30.454	31.976	33.575	35.254	37.017	38.138	38.901	39.679	40.671
CRIME PREV SPECIALIST	P23B	24.378	25.596	26.876	28.220	29.631	30.529	31.139	31.762	32.556
POLICE ADMIN SPECIALIST	P22A	24.281	25.495	26.770	28.109	29.514	30.408	31.016	31.637	32.428
POLICE OFFICER TRAINEE	P21	23.916	- SIX MONTH POSITION -							
POLICE RECORDS SPECIALIST	P09B	19.719	20.705	21.740	22.827	23.969	24.695	25.189	25.692	26.335
POLICE SECRETARY	P20	22.073	23.177	24.336	25.553	26.830	27.643	28.196	28.760	29.479
PROPERTY/EVIDENCE TECH	P09A	19.343	20.310	21.325	22.392	23.511	24.224	24.708	25.202	25.832
RECORDS SPEC SUPERVISOR	P15	26.958	28.305	29.721	31.207	32.767	33.760	34.435	35.124	36.002
SENIOR POLICE SECRETARY	P22	24.281	25.495	26.770	28.109	29.514	30.408	31.016	31.637	32.428
SR ANIMAL CONTROL OFFICER	P30	27.015	28.366	29.784	31.273	32.837	33.832	34.508	35.199	36.078
SR PROPERTY EVIDENCE TECH	P30B	25.342	26.609	27.940	29.337	30.803	31.737	32.372	33.019	33.844
YOUTH SERVICE OFFICER	P31	23.362	24.530	25.756	27.044	28.396	29.257	29.842	30.439	31.200

EXHIBIT "A" CONTINUED

EFFECTIVE July 4, 2020		START	AFTER	MERIT + ONE YEAR						
POLICE - CIVILIAN		RATE	6 MOS	—IN PRIOR STEP—						
	RANGE	STEP A	STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I
ANIMAL CONTROL OFFICER	P23A	24.866	26.109	27.414	28.785	30.224	31.140	31.763	32.398	33.208
BUREAU MANAGER	P37	34.791	36.531	38.357	40.275	42.289	43.570	44.442	45.330	46.464
COMM SERVICE OFFICER II	P30A	25.849	27.141	28.498	29.923	31.419	32.371	33.019	33.679	34.521
COMMUN OPER SUPERVISOR	P32	31.369	32.938	34.584	36.314	38.129	39.285	40.070	40.872	41.894
COMMUNICATIONS OPERATOR	P25	26.240	27.551	28.929	30.376	31.894	32.861	33.518	34.188	35.043
COMMUNITY SERVICE OFFICER	P19	22.274	23.387	24.557	25.785	27.074	27.894	28.452	29.021	29.747
CRIME ANALYST/INF SPEC	P35	31.063	32.616	34.247	35.959	37.757	38.901	39.679	40.473	41.485
CRIME PREV SPECIALIST	P23B	24.866	26.109	27.414	28.785	30.224	31.140	31.763	32.398	33.208
POLICE ADMIN SPECIALIST	P22A	24.767	26.005	27.305	28.670	30.104	31.016	31.636	32.269	33.076
POLICE OFFICER TRAINEE	P21	24.394	- SIX MONTH POSITION -							
POLICE RECORDS SPECIALIST	P09B	20.113	21.119	22.175	23.284	24.448	25.189	25.692	26.206	26.861
POLICE SECRETARY	P20	22.514	23.640	24.822	26.063	27.366	28.196	28.760	29.335	30.068
PROPERTY/EVIDENCE TECH	P09A	19.730	20.716	21.752	22.840	23.982	24.708	25.203	25.707	26.349
RECORDS SPEC SUPERVISOR	P15	27.497	28.872	30.316	31.831	33.423	34.436	35.124	35.827	36.723
SENIOR POLICE SECRETARY	P22A	24.767	26.005	27.305	28.670	30.104	31.016	31.636	32.269	33.076
SR ANIMAL CONTROL OFFICER	P30	27.555	28.933	30.380	31.899	33.494	34.508	35.199	35.903	36.800
SR PROPERTY EVIDENCE TECH	P30B	25.849	27.141	28.498	29.923	31.419	32.371	33.019	33.679	34.521
YOUTH SERVICE OFFICER	P31	23.829	25.021	26.272	27.585	28.965	29.842	30.439	31.048	31.824